

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

Case No. 02 C 6305

Judge St. Eve

NOTICE OF AGREED MOTION

**TO: John Klages
Quarles & Brady LLC
500 W. Madison, #3700
Chicago, IL 60661**

FILED

AUG 28 2003

**RECEIVED
CLERK OF COURT**

Please take notice that on Wednesday, September 3, 2003 at 9:00 a.m., I will present the attached Agreed Motion for Entry of Settlement Agreement before the Honorable Judge Amy St. Eve of the United States District Court for the Northern District of Illinois, Eastern Division, at 219 South Dearborn, Court Room 1241, Chicago, Illinois, 60604.

**Ethan M. M. Cohen
Trial Attorney**

**Ethan M. M. Cohen
A.R.D.C. No. 06206781
United States Equal Employment
Opportunity Commission
500 W. Madison
Suite 2800
Chicago, IL 60661
(312) 353-7568**

DOCKETED

SEP 03 2003

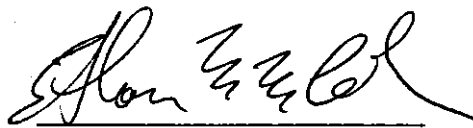
19

CERTIFICATE OF SERVICE

Ethan M. M. Cohen, an attorney, hereby certifies that he caused a copy of the foregoing Agreed Motion for Entry of Settlement Agreement to be served by hand delivery, on August 21, 2003, to counsel of record at the following addresses and (where indicated) facsimile numbers:

To: John Klages
Quarles & Brady LLC
500 W. Madison, #3700
Chicago, IL 60661

cc: Chuck Thomas
423 E. 88th Street
Chicago, IL 60619
(by U.S. Mail)


Ethan M. M. Cohen

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

Case No. 02 C 6305

Judge St. Eve

FILED

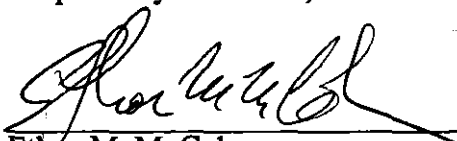
AUG 28 2003

CLERK OF COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

AGREED MOTION FOR ENTRY OF SETTLEMENT AGREEMENT

The Equal Employment Opportunity Commission ("EEOC"), pursuant to the agreement reached by the parties on July 18, 2003 during a settlement conference with Magistrate Judge Keys moves this Honorable Court for entry of the attached Settlement Agreement and its exhibits, including the Order of Dismissal included in the Settlement Agreement as Exhibit C.

Respectfully submitted,



Ethan M. M. Cohen
Trial Attorney

Ethan M. M. Cohen
A.R.D.C. No. 06206781
United States Equal Employment
Opportunity Commission
500 W. Madison
Suite 2800
Chicago, IL 60661
(312) 353-7568

DOCKETED

SEP 03 2003

19

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

Case No. 02 C 6305

Judge St. Eve

**DOCKETED
SEP 03 2003**

FILED

AUG 28 2003

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SETTLEMENT AGREEMENT

The United States Equal Employment Opportunity Commission ("EEOC") and United Parcel Service, Inc. (which, together with and on behalf of all its current affiliates, related entities, parent corporations, subsidiaries, representatives, successors, assigns, employees, agents, officers, directors, and attorneys, shall hereinafter all be collectively referred to as "UPS") hereby agree as follows:

Statement of Facts

1. Chuck Thomas ("Thomas") was employed by UPS as a feeder driver;
2. Since at least August 1998 Thomas has been insulin dependent diabetic and, pursuant to Department of Transportation regulations, no longer qualified to perform his feeder driver position;
3. Accommodating Thomas would have imposed an undue hardship on UPS and, thus, there was no work available for Thomas at UPS;
4. UPS terminated Thomas' employment on July 18, 2003 because it could not accommodate Thomas and there was no work available for him;

19

5. On October 19, 1999, Thomas filed EEOC Charge No. 210A00227, which alleged disability discrimination in violation of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq. ("ADA");

6. On September 5, 2002 the EEOC filed EEOC v. UPS, Case Number 02 C 6305, on behalf of Thomas in the United States District Court for the Northern District of Illinois ("lawsuit");

7. UPS has denied any liability to Thomas or the EEOC and EEOC has denied the validity of UPS's defenses to the lawsuit; and

8. EEOC, UPS and Thomas have engaged in comprehensive settlement negotiations, and as a result of having engaged in these negotiations, the parties have agreed that this action should be finally resolved by entry of this Settlement Agreement (hereafter "Settlement"). This Settlement fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action.

Agreements of the Parties

9. **Non-admission**

Nothing contained in this Settlement shall be construed as an admission with respect to any of the claims or defenses of the suit.

10. **Monetary Relief for Charging Party**

UPS will pay Thomas the total sum of one hundred forty-nine thousand nine hundred ninety-nine dollars (\$149,999.00), in the following manner: (i) UPS will issue one check payable to Thomas in the gross amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50), minus all applicable federal, state and local withholdings for which UPS employees are typically liable; and (ii) UPS will issue a second check payable to

Thomas in the amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50). The EEOC agrees that this latter amount covers non-wage compensation. UPS will issue to Thomas a Form W-2 for the gross amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50) and a Form 1099 for the gross amount of seventy-four thousand nine hundred ninety-nine dollars and fifty cents (\$74,999.50). The total settlement includes all attorneys fees and costs incurred and EEOC waives any claim for attorneys fees. These checks shall be made available to Thomas at the offices of UPS's counsel, John Klages within 15 days of receipt by Mr. Klages of a signed original of both this Settlement and the Release Agreement attached as Exhibit A. UPS may obtain written confirmation of receipt of the checks from Thomas.

11. Dismissal of Lawsuit

EEOC agrees that the lawsuit it filed on behalf of Thomas will be dismissed with prejudice and without costs or attorneys' fees to either party. The parties agree that signed copies of the Stipulation to Voluntary Dismissal by Plaintiff attached as Exhibit B, the proposed dismissal Order (Exhibit C) and this Settlement shall all be filed at one time with the Court.

12. Unemployment Benefits

UPS agrees that it will not contest any application by Thomas for unemployment benefits from the State of Illinois.

13. Reference

UPS agrees to have the reference letter attached as Exhibit D signed by a Human Resources Manager from its Metro Chicago District and to provide the letter to Thomas.

14. Governing Law

To the extent that state laws are applicable in construing and enforcing this Settlement

Agreement, it shall be construed and enforced pursuant to the laws of the State of Illinois as to substance and procedure, including all questions of conflicts of laws.

15. Counterparts

This Settlement Agreement may be signed in single or separate counterparts, each of which shall constitute an original.

For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

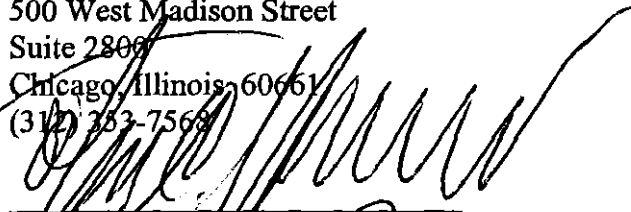
1801 L Street, N.W.
Washington, D.C. 20507

James Lee
Deputy General Counsel

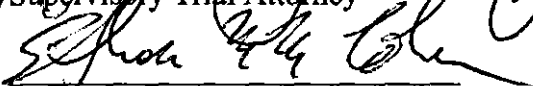
Gwendolyn Young Reams
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7568

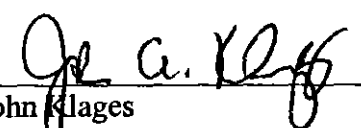

John C. Hendrickson
Regional Attorney



Gregory M. Gochanour
Supervisory Trial Attorney

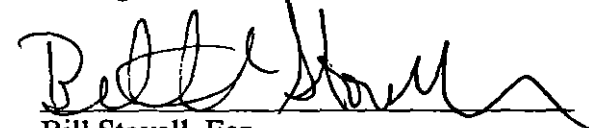

Ethan M. M. Cohen
Trial Attorney

DATE: 8/21/03

For United Parcel Service:


John Klages
Quarles & Brady LLC
500 W. Madison, #3700
Chicago, IL 60661


Martha I. C. Escandon
District Human Resources Manager
UPS
1400 S. Jefferson St.
Chicago, IL 60607


Bill Stovall, Esq.
UPS
55 Glenlake Parkway, N.E.
Atlanta, GA 30328

DATE: 8/27/03

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
)	Case No. 02 C 6305
v.)	
)	Judge St. Eve
UNITED PARCEL SERVICE, INC.,)	
)	
Defendant.)	
)	
)	

RELEASE AGREEMENT

I, Chuck Thomas, for and in consideration of the gross sum of one hundred forty-nine thousand nine hundred ninety-nine dollars (\$149,999.00), payable to me pursuant to the terms of the Settlement Agreement between United Parcel Service ("UPS") and the United States Equal Employment Opportunity Commission ("EEOC") in the above captioned case, on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge UPS, and all past and present shareholders, officers, agents, employees, and representatives of UPS, as well as all successors and assignees of UPS, from any and all claims and causes of action of any kind which I now have or ever have had under Title I of the Americans with Disabilities Act, 42 U.S.C. § 12101 et. seq., including all claims which were or which could have been asserted in EEOC v. United Parcel Service, 02 C 6305 (N.D. Ill.), and any and all claims for retaliation, termination and denial of accommodation based on any event prior to and including the date of this release. I understand that the total settlement amount includes all attorneys fees and costs I may have incurred.

I further state that I have read and understand the Settlement Agreement between the EEOC and UPS and agree that the facts recited therein are true and accurate.

I further represent and agree that I have carefully read and fully understand all the provisions of this Release and am voluntarily and knowingly entering into the same.

Date

Chuck Thomas

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

UNITED PARCEL SERVICE, INC.,

Defendant.

Case No. 02 C 6305

Judge St. Eve

STIPULATION AND VOLUNTARY DISMISSAL BY PLAINTIFF

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, the parties hereby stipulate to the entry of the attached "Order of Dismissal" granting Plaintiff Equal Employment Opportunity Commission a voluntary dismissal of its Complaint with prejudice and without the assessment of costs or attorneys' fees against either party.

Dated: 8/22/03


Ethan M. M. Cohen

Equal Employment Opportunity Commission
500 West Madison Street, Suite 2800
Chicago, Illinois 60661
(312) 353-7568

Dated: 8-21-03


John Klages

Quarles & Brady LLC
500 W. Madison Street, Suite 3700
Chicago, IL 60661
(312) 715-5000

EXHIBIT C

EXHIBIT D



United Parcel Service 1400 South Jefferson Street, Chicago, IL 60607
(800) 742-5877

August 1, 2003

To Whom It May Concern:

Chuck R. Thomas was employed by United Parcel Service, Inc. from February 1, 1982 to July 18, 2003. Mr. Thomas performed his duties in a satisfactory manner for UPS and his employment ended on July 18, 2003 due to a lack of available work for him. At the time of his termination, Mr. Thomas held the position of feeder driver (Tractor-trailer unit). If necessary, the date of Mr. Thomas' employment may be verified by calling United Parcel Service's Reference Service at (770) 419 - 4184.

Sincerely,

A handwritten signature in black ink, appearing to read "Martha I. C. Escandón".

Martha I. C. Escandón
District Human Resources Manager
Metro Chicago District